

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 11/14/2007	<table style="width: 100%; border: none;"><tr><td style="width: 50%; border: none;">Open Agenda Yes <input checked="" type="checkbox"/> No</td><td style="width: 50%; border: none;">Time Certain Request Yes <input type="checkbox"/> No</td></tr></table>	Open Agenda Yes <input checked="" type="checkbox"/> No	Time Certain Request Yes <input type="checkbox"/> No	REVISED Agenda Item Number I-14
Open Agenda Yes <input checked="" type="checkbox"/> No	Time Certain Request Yes <input type="checkbox"/> No			

TITLE:

First Amendment to Agreement for Lobbying Services between The School Board of Broward County, Florida and Ruden McClosky Consulting, Inc in the amount of \$36,833.

REQUESTED ACTION:

Approve the First Amendment to Agreement for Lobbying Services between The School Board of Broward County, Florida and Ruden McClosky Consulting, Inc.

SUMMARY EXPLANATION AND BACKGROUND:

Ruden McClosky Consulting, Inc. has expertise and experience in governmental, corporate, community and media relations. Consultant also has experience and involvement in education matters related to the issues and priorities of the School Board of Broward County, Florida. For these reasons, the SBBC is desirous of utilizing such experience and wishes to contract with Ruden McClosky Consulting, Inc. for said services.

This First Amendment to Agreement for Lobbying Services extends the term of the Agreement from November 19, 2007 through June 30, 2008 and amends the amount of compensation to \$36,833, payable in seven equal monthly installments.

The First Amendment to Agreement for Lobbying Services has been reviewed by the School Board Attorney.

SCHOOL BOARD GOALS:

- ☐ •Goal One: All students will achieve at their highest potential.
- ☐ •Goal Two: All schools will have equitable resources.
- ☐ •Goal Three: All operations of the school system will demonstrate best practices while supporting student achievement.
- ☒ •Goal Four: All stakeholders will work together to build a better school system.

FINANCIAL IMPACT:

The financial impact to the district is \$36,833 from November 19, 2007 through June 30, 2008. The source of funds is from the General Fund account.

EXHIBITS: (List)

1. First Amendment to Agreement for Lobbying Services
2. Lobbyist Agreement (Ruden McClosky Consulting, Inc.)

BOARD ACTION:

APPROVED

(For Official School Board Records' Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Maggie Zalamea	(754) 321-2190
James F. Notter	(754) 321-2600
Name	Phone

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

OFFICE OF THE SUPERINTENDENT
JAMES F. NOTTER

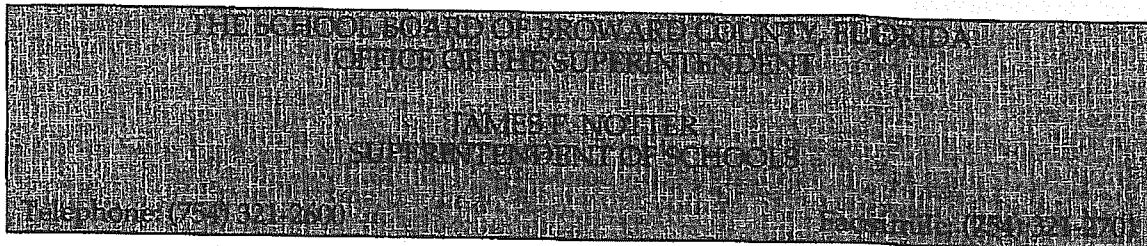
NOV 14 2007

Approved in Open Board Meeting on:

By:

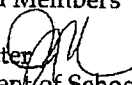
Beverly A. Hall

School Board Chair



November 14, 2007

TO: School Board Members

FROM: James F. Notter 
 Superintendent of Schools

SUBJECT: **REVISION TO I-14, FIRST AMENDMENT TO AGREEMENT FOR LOBBYING SERVICES BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND RUDEN MCCLOSKEY CONSULTING, INC., IN THE AMOUNT OF \$35,000, FOR THE NOVEMBER 14, 2007, REGULAR SCHOOL BOARD MEETING**

Attached please find a revised First Amendment to Agreement to be substituted for the version attached to Agenda Item I-14 on the agenda for the November 14, 2007, Regular School Board Meeting. The substitute document identifies specific dates for the commencement and conclusion of the specified contract period, revises the amount of compensation to be paid, and remedies a clerical error. Please consider this revised document in place of the First Amendment to Agreement appended to Agenda Item I-14.

c: Senior Management

JFN/SG:mmk

Attachments

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this 14th day of November, 2007, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

RUDEN McCLOSKEY CONSULTING, INC.
(hereinafter referred to as "Consultant"),
having its principal place of business at
200 East Broward Boulevard, Fort Lauderdale, Florida 33301.

WHEREAS, SBBC and Ruden McClosky Consulting, Inc. entered into an Agreement dated March 19, 2007 (hereafter "Agreement"); and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

Term of Agreement. The term of this Agreement shall commence on November 19, 2007 and shall conclude on June 30, 2008.

Compensation. SBBC agrees to pay the Consultant the sum of \$36,833.00 for services provided under this Agreement to be paid in seven (7) equal installments. Consultant shall be reimbursed in accordance with School Board Policy 3400 (copy attached hereto and incorporated herein by reference) for all travel expenses and costs incurred in the performance of duties herein and shall seek prior approval of SBBC or the Superintendent of Schools for any expenses in excess of \$500.00.

1.03 **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; and
- b) the Agreement.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

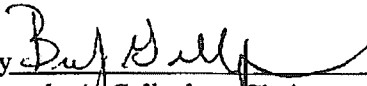
1.05 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to Agreement on the date first above written.

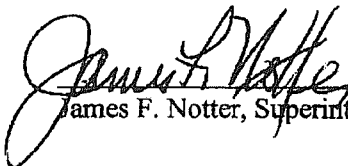
FOR SBBC


(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Beverly A. Gallagher, Chair

ATTEST:


James F. Notter, Superintendent of Schools

Approved as to Form:

School Board Attorney

FOR CONSULTANT

(Corporate Seal)

**RUDEN McCLOSKEY CONSULTING,
INC.**

ATTEST:

By _____
Signature

_____, Secretary

Printed Name: _____

-or-

Title: _____

Witness

Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____
Name of Person

Ruden McCloskey Consulting, Inc. on behalf of the corporation. He/She is personally known to me or produced _____ as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

S:/v/allwork/contracts/develop/0708year/071114ruden

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date March 19, 2007	<table style="width: 100%;"><tr><td style="width: 50%; text-align: center;">Open Agenda Yes <input checked="" type="checkbox"/> No</td><td style="width: 50%; text-align: center;">Time Certain Request Yes <input checked="" type="checkbox"/> No</td></tr></table>	Open Agenda Yes <input checked="" type="checkbox"/> No	Time Certain Request Yes <input checked="" type="checkbox"/> No	ADDED ITEM Agenda Item Number I-6
Open Agenda Yes <input checked="" type="checkbox"/> No	Time Certain Request Yes <input checked="" type="checkbox"/> No			

TITLE:	Agreement for Lobbying Services with Ruden McClosky Consulting, Inc.						
REQUESTED ACTION:	Approve agreement for lobbying services with Ruden McClosky Consulting, Inc.						
SUMMARY EXPLANATION AND BACKGROUND:	<p>Ruden McClosky Consulting, Inc. has expertise and experience in governmental, corporate, community and media relations. Consultant also has experience and involvement in education matters related to the issues and priorities of the School Board of Broward County. For these reasons, the SBBC is desirous of utilizing such experience and wishes to contract with Ruden McClosky Consulting, Inc. for said services.</p> <p>Compensation for this is agreement is as follows: the sum of \$60,000 per year to cover all services and expenses.</p> <p><u>This agreement has been reviewed by the School Board Attorney.</u></p>						
SCHOOL BOARD GOALS:	<p><input type="checkbox"/> •Goal One: All students will achieve at their highest potential.</p> <p><input type="checkbox"/> •Goal Two: All schools will have equitable resources.</p> <p><input type="checkbox"/> •Goal Three: All operations of the school system will demonstrate best practices while supporting student achievement.</p> <p><input checked="" type="checkbox"/> •Goal Four: All stakeholders will work together to build a better school system.</p>						
FINANCIAL IMPACT:	The financial impact to the district is \$60,000 per year.						
EXHIBITS: (List)	1. Lobbyist Agreement (Ruden McClosky Consulting, Inc.)						
BOARD ACTION:	<div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><p><i>See amendment</i></p><p>APPROVED AS AMENDED <i>attached</i></p><p><small>(For Official School Board Records' Office Only)</small></p></div><div style="width: 50%;"><p>SOURCE OF ADDITIONAL INFORMATION:</p><table style="width: 100%;"><tr><td style="width: 60%;">Maggie Zalamea</td><td style="width: 40%; text-align: right;">(754) 321-2190</td></tr><tr><td>James F. Notter</td><td style="text-align: right;">(754) 321-2600</td></tr><tr><td>Name</td><td style="text-align: right;">Phone</td></tr></table></div></div>	Maggie Zalamea	(754) 321-2190	James F. Notter	(754) 321-2600	Name	Phone
Maggie Zalamea	(754) 321-2190						
James F. Notter	(754) 321-2600						
Name	Phone						

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

OFFICE OF THE ~~INTERIM~~ SUPERINTENDENT
JAMES F. NOTTER

Approved in Open Board Meeting on: _____

MAR 19 2007

By: _____

Beverly L. Hall

School Board Chair

I-6 Amendment – March 19, 2007 Regular School Board Meeting

Motion to Amend (Carried)

Motion was made by Mrs. Kraft, seconded by Mrs. Gottlieb and carried, to amend Agreement, Article 2 – Special Conditions, 2.01 Term of Agreement, sentence to read: The term of this Agreement shall be for a period of ~~two (2) years~~, eight months. Delete: ~~beginning with the execution of this Agreement and concluding on February 28, 2009, unless sooner terminated as provided therein.~~ Amend 2.10, Compensation, sentence to read: SBBC agrees to pay the Consultant the sum of ~~\$60,000~~ \$40,000 ~~per year~~ for services provided under this Agreement to be paid in equal monthly installments. Delete: ~~which are payable at the end of each month in which services are provided under this Agreement.~~ Mrs. Hope and Mrs. Sobel were absent. (7-0 vote)

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT**


**James F. Notter
Interim Superintendent of Schools**

Telephone: 754-321-2600

Facsimile: 754-321-2701

April 9, 2007

**TO: Mr. Clarence McKee
Ruden McClosky Consulting, Inc**

FROM: James F. Notter 
Interim Superintendent

**SUBJECT: AGREEMENT FOR LOBBYING SERVICES WITH RUDEN MCCLOSKEY
CONSULTING, INC.**

Per our discussion, enclosed is the original contract that has been approved as amended by the Board. Please initial the recommended changes and return the original to me.

Thanking you in advance for your cooperation and if you have questions, please call me at 754-321-2600.

JFN:jp

Attachment

AGREEMENT

THIS AGREEMENT is made and entered into as of this th 19 day of March, 2007, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

RUDEN MCCLOSKEY CONSULTING, INC.

(hereinafter referred to as "Consultant"),

a Florida corporation, whose principal place of business is

200 East Broward Boulevard, Fort Lauderdale, Florida 33301.

WHEREAS, Consultant has certain expertise and experience in governmental, corporate, community and media relations; and

WHEREAS, Consultant has experience and involvement in education matters related to the issues and priorities of SBBC; and

WHEREAS, SBBC is desirous of utilizing such experience, expertise and involvement; and

WHEREAS, the Consultant is willing to enter into a contract to provide consulting services in such areas.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1- RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 Term of Agreement. The term of this Agreement shall be for ^{eight months.} ~~two (2) years,~~ beginning with the execution of this Agreement and concluding on Feb. 28, 2009, unless ~~sooner terminated as provided herein.~~

2.02 **Scope of Representation.** The Consultant, through its designated Principal, will represent SBBC and the Superintendent of Schools in state legislative and other matters as set forth below. In such representation of the SBBC, the Consultant shall:

- A. Represent SBBC as one of its lobbyists and a member of its lobbying team;
- B. Meet as required with SBBC and the Superintendent of Schools or his designee(s) at mutually agreed times and confer with respect to issues before the Florida Legislature having a bearing upon SBBC's fiscal, operational and programmatic interests;
- C. Assist in forwarding SBBC's state and federal legislative programs;
- D. Perform and participate in specific legislative tasks as assigned;
- E. Establish and maintain positive working relationships with the executive and legislative branches of state and Broward county and municipal governments and officials to enhance necessary intergovernmental relations beneficial to SBBC;
- F. Arrange meetings with appropriate legislators, Cabinet and local officials as requested;
- G. Represent SBBC and the Superintendent of Schools with local and state meetings – including the State Cabinet - related to legislative and governmental issues;
- H. Performance of all routine legislative duties during pre-session committee meetings and the legislative session;
- I. Arrange meetings with and represent SBBC and the Superintendent of Schools with members of the Broward delegation as needed;
- J. Arrange meetings with and represent SBBC and the Superintendent of Schools with members of the state and local business community as needed;
- K. Arrange meetings with and represent SBBC and the Superintendent of Schools with individuals and organizations reflective of Broward County's diverse population;
- L. Assist SBBC and the Superintendent of Schools in the further development of Broward Education Communications Network; and
- M. Provide any written reports as may be required by the Superintendent of Schools or his designee.

2.03 **Lead Contact Person.** The consultant shall coordinate its services with the SBBC lobbyist as designated by the Superintendent or his/her designee.

2.04 **Assignment.** The Consultant shall provide services to SBBC and the Superintendent of Schools upon those projects assigned to Consultant by the Superintendent of Schools or his designee.

2.05 **Evaluation of Services.** The success or failure of the Consultant shall be determined by the results of its services as evaluated by the SBBC and the Superintendent of Schools.

2.06 **Independent Contractor.** It is understood and agreed that the Consultant is an independent contractor and not an employee of SBBC, and that no associate or employee of the Consultant shall be deemed to be an employee of SBBC for any purpose whatsoever. The Consultant's services are being provided to assist in the normal business of the school district and are not integrated into such business except for the specific purposes described in this Agreement.

2.07 **Consulting Techniques.** The Consultant shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures used for providing all services performed under this Agreement. However, the Consultant shall coordinate with SBBC for any project assigned to it under this Agreement. SBBC shall not be responsible for providing training for the Consultant as to methods to be used and in representing SBBC and the Superintendent of Schools.

2.08 **Disclosure of Clients.** The Consultant shall disclose to SBBC the names of its lobbying clients known to Consultant to have business interests pending with SBBC.

2.09 **Other Clients.** This Agreement does not restrict the Consultant's right to provide the same or similar services to other clients of the Consultant provided that the provision of such services does not conflict with Consultant's representation of SBBC. However, the Consultant agrees not to lobby SBBC on behalf of any other client during the term of this Agreement without full disclosure and prior consent of SBBC. Furthermore, the Consultant stipulates that it will ensure that any conflict of interest arising with regard to any other client of Consultant will be resolved in favor of SBBC in the performance of Consultant's local, state, and federal responsibilities under this Agreement.

2.10 **Compensation.** SBBC agrees ^{TO BE PAID} to pay the Consultant the sum of ^{\$40,000} ~~\$60,000~~ per year for services provided under this Agreement in equal monthly installments, ~~which are payable at the end of each month in which services are provided under this Agreement.~~ Consultant shall be reimbursed in accordance with School Board Policy 3400 (copy attached hereto and incorporated herein by referred) for all travel expenses and costs incurred in the performance of duties herein and shall seek prior approval of SBBC or the Superintendent of Schools for any expense in excess of \$500.00.

2.11 **Additional Personnel.** Any additional personnel necessary for the Consultant to fulfill its responsibilities shall be employed by the Consultant at its sole expense.

2.12 **Office Expenses.** The Consultant shall be responsible, at its sole expense, for all related business expenses including, but not limited to, providing materials, equipment, office space, license, and other such requirements necessary to fulfill the responsibilities of this Agreement.

2.13 **Costs.** Costs incurred by SBBC as a result of this Agreement shall be limited to those specified herein and imposed by applicable state and federal laws and regulations relating to the hiring of independent contractors.

2.14 **Background Screening:** Consultant agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by

the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Consultant or its personnel providing any services under the conditions described in the previous sentence. Consultant shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Consultant and its personnel. The Parties agree that the failure of Consultant to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Consultant agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Consultant's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.15 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

ARTICLE 3 - GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

3.04 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
 The School Board of Broward County, Florida
 600 Southeast Third Avenue
 Fort Lauderdale, Florida 33301

With a Copy to: Maggie Zalamea, Director
 Office of Government Relations
 600 Southeast Third Avenue
 Fort Lauderdale, Florida 33301

To Consultant: Ruden McClosky Consulting, Inc.
 200 East Broward Blvd.
 Fort Lauderdale, Florida 33301
 Attention: Clarence V. McKee

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Beverly A. Gallagher
Beverly A. Gallagher, Chair

ATTEST:

James F. Notter
James F. Notter, Interim Superintendent of
Schools

Approve as to Form:

[Signature]
School Board Attorney

FOR CONSULTANT

(Corporate Seal)

**RUDEN McCLOSKEY CONSULTING,
INC.**

ATTEST:

By

[Signature]

_____, Secretary

-or-

[Signature]

Witness

[Signature]

Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Franklin

The foregoing instrument was acknowledged before me this 14th day of
March, 2007 by Clarence McKee of

Name of Person

Ruden McCloskey Consulting, Inc. on behalf of the corporation/agency. He/She is personally

known to me or produced _____ as identification and did/did not first
take an oath. Type of Identification

My Commission Expires:

[Signature]

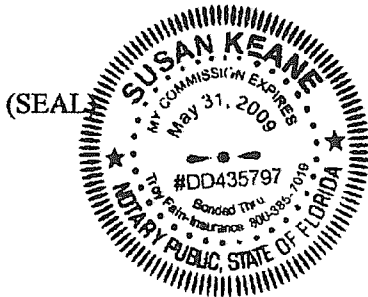
Signature - Notary Public

Susan Keane

Printed Name of Notary

DD435797

Notary's Commission No.



PER DIEM AND TRAVELING EXPENSES FOR BOARD MEMBERS, BOARD EMPLOYEES AND OTHER AUTHORIZED INDIVIDUALS

REIMBURSEMENT(S) FOR PER DIEM AND TRAVELING EXPENSES SHALL BE PAID AT RATES ESTABLISHED IN ACCORDANCE WITH FLORIDA STATUTES, STATE BOARD REGULATIONS AND BOARD POLICY, RULES AND REGULATIONS.

POLICY ADOPTED: 11/26/69-9/5/74-12/20/94
AUTHORITY: LAWS OF FLORIDA, CHAPTER 2003-125

POLICY READOPTED: 01/20/04

RULES

1. All travel, including per diem and/or traveling expenses when pertinent, must be approved by the appropriate individual(s). (See Policy 4007 prior to the beginning of the trip.)
2. In this Policy, Rules and Regulations, the words listed below shall be defined as follows:
 - a. Travel Expense(s) - The usual ordinary and incidental expenses necessarily incurred by a traveler, such as transportation, lodging, meals, etc.
 - b. Common Carrier(s) - A train, bus, commercial airline (operating scheduled flights), or rental car from an established firm.
 - c. Travel Day - A period of twenty-four (24) hours, consisting of four (4) quarters of six (6) hours each.
 - d. Travel Period - The period of time between the time of departure and time of return.
 - e. Class A Travel - A continuous travel period of twenty-four (24) hours or more away from official headquarters.
 - f. Class B Travel - A continuous travel period of less than twenty-four (24) hours which involves overnight absence from official headquarters.
 - g. Class C Travel - A travel period involving short or day trips, but not involving an overnight trip away from official headquarters.
 - h. Per Diem Rate for lodging, Per Diem Rate for meals and incidental expenses - A daily payment instead of reimbursement for actual expenses for lodging, meals and related incidental expenses (as defined in the Federal Travel Regulation contained in 41 Code of Federal Regulation (CFR) Chapter 300-3.1).
 - i. Incidental Expenses - Examples of Incidental Expenses are fees and tips. Incidental Expenses are only payable as part of a Per Diem payment. (As defined in the Federal Travel Regulation contained in 41 Code of Federal Regulation (CFR) Chapter 300-3.1.)
3. Reimbursement for travel time shall be computed as follows:
 - a. The Travel Day for Class A Travel shall be a calendar day (midnight to midnight).
 - b. The Travel Day for Class B Travel shall begin at the time of departure.
 - c. For Class A and Class B Travel, the traveler shall be reimbursed at one-fourth of the authorized per diem rate for meals only for each quarter or major fraction thereof of the Travel Day included within the travel period.
 - d. A traveler shall not be reimbursed for lodging for Class C Travel, but shall receive an allowance for meals based on the following schedule:
 - (1) Breakfast - When travel begins before 6 a.m. and extends beyond 8 a.m.
 - (2) Lunch - When travel begins before 12 noon and extends beyond 2 p.m.
 - (3) Dinner - When travel begins before 6 p.m. and extends beyond 8 p.m.

IN-STATE AND OUT-OF-STATE TRAVEL

1. Per diem and subsistence allowance rates for all travelers attending conventions, organized conferences or meetings in-state and/or out-of-state to conduct official business shall be computed by one of the following, whichever is greater:
 - a. The Per Diem rate for lodging and the Per Diem rate for meals are the standard rates for travel within the continental United States as published in the Internal Revenue Service Publication 1542 'Per Diem Rates' (for travel within the continental United States) by using the regular Federal Per Diem rate method. The Treasurer's Office will issue a memorandum annually updating the current Per Diem rates.
 - b. Actual expenses, for meals up to the amounts permitted by the Per Diem rate, plus actual expenses for lodging at a single occupancy rate, to be substantiated by paid bills, when approved by the appropriate administrator.
2. When lodging or meals are provided by an organization, the traveler is not eligible for the normal maximum allowances and may be reimbursed only for actual expenses of lodging or meals, not to exceed the normal maximum allowances.

ALL TRAVEL

1. For Class C Travel, all individuals on official business shall be reimbursed at the standard rate published in the Internal Revenue Service Publication 1542 'Per Diem Rates' (for travel within the continental United States) by using the regular Federal Per Diem rate method. The Treasurer's Office will issue a memorandum annually updating the current Per Diem rates.
 2. Neither subsistence nor per diem shall be allowed for any class of travel in Broward County except for authorized business or workshops occurring before 6:00 a.m. or extending beyond 8:00 p.m.
 3. Rules and regulations pertaining to travel and transportation expenses shall be as follows:
 - a. All travel must be by acceptable routes.
 - b. The individual approving the request to travel shall designate the most economical method of travel for each trip, keeping in mind the following conditions:
 - (1) The nature of the business.
 - (2) The most efficient and economical means of travel (considering time of the traveler, cost of transportation, and per diem or subsistence required).
 - (3) The number of individuals making the trip.
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- c. Transportation by common carrier paid for personally by the traveler shall be substantiated by a receipt.
 - d. When a privately owned vehicle is used, reimbursement shall be at the Internal Revenue Service Standard Mileage rate that becomes effective January of each calendar year. The Treasurer's Office will issue a memorandum annually updating the current mileage rate.

Vicinity mileage for conduct of official business shall be reimbursed but must be shown as a separate item on the travel or expense voucher and supported by a statement of mileage, point of origin and destination.
 - e. An employee may be reimbursed for approved business travel on a private aircraft for the actual amount charged for his/her fare, not to exceed the cost of a commercial airline ticket for the same flight. Such reimbursement is payable to the employee even when the owner or pilot of the aircraft is also entitled to travel reimbursement for the same flight.
 - f. The following other traveling expenses may be reimbursed:
 - (1) Ferry fare and bridge, road and tunnel tolls (receipt required if over \$5.00)
 - (2) Storage and parking fee (receipt required if over \$5.00).
 - (3) Communication expense for official business.
 - (4) Convention or conference registration fee (receipt required), provided; however, any meals or lodging included in the registration fee will be deducted in accordance with the allowances provided for in the paragraph related to Class C Travel meal allowance.
 - (5) Taxi fare (A statement of point of origin, destination and fare may be substituted for a receipt).
 - g. An employee who is on temporary duty authorization (TDA) out of Broward County who becomes sick or injured and is therefore unable to perform official School Board business may continue to receive subsistence as provided in this policy during the period of illness or injury until such time as the affected employee is able to perform the business of the Board or return to work at his/her normal work location in Broward County, whichever is earlier. However, under no circumstances may the affected employee receive subsistence for more than fourteen (14) consecutive calendar days without the permission of the Superintendent.
 - h. In emergency situations as determined by the Superintendent or his/her designee, an employee may be reimbursed for a specific meal for an amount greater than that authorized above, provided that the total cost of all meals during a day does not exceed the standard Per Diem rate for meals.
4. Travel advances and/or payment directly to a vendor may be made only in exceptional cases and upon specific approval of the Superintendent or the appropriate administrator.
- a. Any sum so advanced shall be deducted from the total allowable reimbursement at the completion of travel. Any amount advanced in excess of the allowable reimbursement must be returned to the Board immediately upon completion of travel.
 - b. All required supporting information or receipts for regular reimbursement shall be required in the case of advancements.
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Exhibit 1

3400 (continued)

3400

- c. When an employee is required to incur overnight travel, on an emergency notice, the employee may request payment for the cost of his/her meals and lodging directly to the vendor. The Board is authorized to make payment directly to the vendor for the actual costs of lodging and for meals in an amount not to exceed the authorized rate for per diem.
5. All forms required for implementation of this policy shall be provided by the Superintendent's office or designated department.
6. Guidelines as required for consistent handling of travel reimbursement requests may be initiated by the Comptroller.

Rules Adopted: 11/26/69

Rules Amended: 9/25/72 12/7/72; 7/1/74

Rules Readopted: 9/5/74

Rules Amended: 9/16/76; 3/3/77; 8/4/77; 7/1/79; 7/1/80
7/1/81 per 1981 Legislative Act

4/10/84; 6/19/86; 10/1/87; 6/2/92

Amended Rules Approved: 01/20/04

AUTHORITY: LAWS OF FLORIDA, CHAPTER 2003-125